

**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION**

SOLICITATION NUMBER 7548399

**DEMOLITION, ASBESTOS AND
ABATEMENT OF EXISTING STRUCTURES AT
BLDGS 79 (SERVICE BLDG) AND 80 (KITCHEN,
DINING HALL) – PASTORE CENTER**

“PUBLIC COPY”

PREPARED BY:



**J. R. VINAGRO CORPORATION
2208 PLAINFIELD PIKE
JOHNSTON, RI 02919
(401)943-7100
FAX(401)647-5041**

State of Rhode Island and Providence Plantations Contract Offer
RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548399A2
Bid/RFP Title: DEMOLITION, ASBESTOS AND ABATEMENT OF EXISTING STRUCTURES,PASTORE CENTER, ADD. 2 (15 PGS)

Opening Date & Time: 2/7/2014 11:00 AM
RIVIP Vendor ID #: 67718
Vendor Name: J.R. Vinagro Corporation
Address: 2208 Plainfield Pike

Johnston , RI 02919
USA

Telephone: 401-943-7100
Fax: 401-647-5041
E-Mail: karenh@jrvinagrocorp.com
Contact Person: Karen Hilton
Title: ProjectCoordinator
R.I. Foreign Corp #:

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 – REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to **READ, SIGN and COMPLY WITH** all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested. Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- Y 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- Y 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Please see attached.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date February 7, 2014

Joseph R. Vinagro, President

Name and Title of company official signing offer

Print

Section 5 – Certifications and Disclosures

Debarment-

New York Debarment

On June 1, 2010, the New York Workers' Compensation Board assessed J.R. Vinagro Manufacturing & Processing, Inc. with a penalty of \$553.83 for failing to provide disability benefits insurance on a project in New York. Because of administrative error, the penalty was not paid until after the 30-day review period had lapsed, and the company was subject to a one-year debarment from July 1, 2010 to July 1, 2011.

Russell Absi v. Joseph R. Vinagro, Patriot Hauling Co., Inc., and Enviro Crushing & Screening, Inc., C.A. No. P.C. 08-1265. Complaint for assault, breach of contract, fraud, false pretenses and RICO filed with Providence Superior Court by a former employee after Mr. Vinagro was found not guilty in a criminal trial on the assault charge. Judgment for defendants entered on all but the count for assault on Nov. 15, 2010. Judgment for defendants entered on the count for assault on Feb. 17, 2011. Plaintiff did not file an appeal.

ENTITY	DATE	RIDEM NO. NOTICE OF VIOLATION #	ISSUING PARTY	PROPERTY	ALLEGATIONS	DISPOSITON
Joseph R. Vinagro	1/12/2004	RIDEM NOV # FW C02-0301, FW C06-0361, WP 03-01 and SW 2011-28, AAD Nos.: 11-008/FEW and 12-002/WME	RIDEM	A Street (AP 32, Lot 1, AP 33, Lot 28 and AP 43, Lot 66)	The NOV alleged wetlands alterations and solid waste violations. The NOV sought restoration work and administrative penalties in the amount of \$119,000.00.	Fully Executed Consent Agreement was issued 10/1/2013 and a \$13,000.00 penalty was paid. Credits in the amount of \$20,000.00 for the Earth Day SEP credit and \$86,000.00 for the Conservation Easement SEP shall be granted for a total settlement of \$119,000.00.
Joseph R. Vinagro	12/7/2001	RIDEM NOV # OC&I/SW #01-031 and Wetlands CO1-0062	RIDEM	A Street, Shun Pike, Johnston, RI (AP 33, Lot 28)	The NOV alleged unauthorized freshwater wetlands alterations and operation of an unlicensed solid waste management facility. The NOV sought penalties in the amount of \$218,634. It also required restoration work.	The NOV was resolved through a Consent Agreement dated 9/4/03 pursuant to which Respondents agreed to restore the wetlands and pay an administrative penalty of \$29,200 in installments. The NOV was released by a Release of Violation dated 1/31/11.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

January 21, 2014

**ADDENDUM NUMBER ONE
SOLCITATION 7548399**

TITLE: Demolition, Asbestos and Abatement of Existing Structures at Bldgs 79 (Service Building) and 80 (Kitchen, Dining Hall-Pastore Center. Includes all aspects of proper disposal according to regulations.

Closing Date and Time: 2/7/2014 at 11:00 AM (Note Change)

Per the issuance of this ADDENDUM #1 (1) page, the following change is noted:

Please be advised the bid closing date and time has been extended:

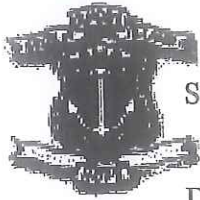
From 2/5/14 at 10am

To 2/7/14 at 11am

Due to the expected inclement weather expected on 1/22/14 the non- mandatory pre bid conference is being changed from 1/22/14 at 1 pm, to 1/27/14 at 1 pm. The location will remain the same:

Department of Administration
Division of Purchases, 2nd Floor Bid Room
One Capitol Hill
Providence, RI., 02908

The closing date for questions has been extended to 1/29/14 at 5pm.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

January 30, 2014

**ADDENDUM NUMBER TWO
SOLCITATION 7548399**

TITLE: Demolition, Asbestos and Abatement of Existing Structures at Bldgs 79 (Service Building) and 80 (Kitchen, Dining Hall-Pastore Center. Includes all aspects of proper disposal according to regulations.

Closing Date and Time: 2/7/2014 at 11:00 AM

Per the issuance of this ADDENDUM #2, note the following:

This addendum posts the transcript (10 pages) from the non- mandatory pre bid conference held 1/27/14 at 1pm.

This addendum posts the sign in sheet (2 pages) from the non-mandatory pre bid conference held 1/27/14 at 1pm.

This addendum answers questions (2 pages) from the non-mandatory pre bid conference and those submitted on line to bidinfo@purchasing.ri.gov until 5pm, January 29, 2014.

Addendum is a total of 15 pages, including this cover sheet.

END OF QUESTIONS

In The Matter Of:
Pre-Bid Conference

Hazardous Material Mitigation, Demolition & Site Restoration
January 27, 2014



Phone: 401-946-5500 Toll Free: 888-443-3767
www.alliedcourtreporters.com Info@alliedcourtreporters.com

Min-U-Script® with Word Index

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION

PROCEEDINGS AT HEARING: PRE-BID CONFERENCE
IN RE: HAZARDOUS MATERIAL MITIGATION, DEMOLITION
AND SITE RESTORATION OF BUILDINGS 79 & 80
AT THE PASTORE CENTER, CRANSTON, RI

DATE: JANUARY 27, 2014
TIME: 1:00 P.M.
PLACE: DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RI 02903

PRESENT:

DAVID CADORET, DEPARTMENT OF ADMINISTRATION
GARY DEBLOIS, LOUIS BERGER
MIKE LEMA, SITECOM
LENNY CORRENTO, LABORERS
BRIAN LABONTE, ACME
JONATHAN DEPAULT, DEPARTMENT OF ADMINISTRATION
CHRIS FEENEY, LOUIS BERGER
JANET FAHY, COAST & HARBOR ASSOCIATES
ALEX CORREIA, J.R. VINAGRO
CARL DIPAOLO, J&R CORPORATION

1 (HEARING COMMENCED AT 1:10 P.M.)

2 MR. CADORET: My name is David
3 Cadoret. I will answer any questions pertaining
4 to the bid process itself. Gary from Louis
5 Berger will answer questions about the scope of
6 the work, and Jonathan may or may not jump in
7 depending on the questions. I'm going to go
8 over both of these forms on the front end of the
9 document because they're relatively new, with a
10 bunch of new laws that came into effect on
11 January 1. The closing date has been extended
12 from 2/5 to 2/7 at 11 a.m.

13 Questions are being allowed on-line
14 until 1/29/14 at 5 p.m. The web address is the
15 on the bid solicitation. This is a
16 non-mandatory pre-bid conference. A bid bond is
17 required on this job, payment and performance
18 bond is required. This is a public works
19 project. You must include a public copy to be
20 available for public inspection upon the opening
21 of bids. Bid proposals that do not include a
22 copy for public inspection will be deemed
23 nonresponsive. There's instructions in there
24 how you can access what has to be submitted with
25 your bid. Section 00800, 13.10.1.4, I believe

1 it references E-Verify no longer applies on any
2 bids in the State of Rhode Island. There are a
3 couple of new forms. The General Contractor
4 Apprenticeship Certification Form, that must be
5 submitted at the time of bidding. That is a
6 project in excess of \$1 million dollars. If you
7 bid less than \$1 million, you do not have to
8 submit it. There's an Apprenticeship
9 Certification Form that must be submitted before
10 any work is started on the project. Again, that
11 is in excess of \$1 million dollars. A General
12 Contractor Apprenticeship Recertification and
13 Certification Form, that's also included in
14 here. You can obtain at this time.

15 A tentative letter of award goes
16 out. And again, only for a million dollars,
17 over a million dollars. We've included a
18 checklist to help you submit the necessary
19 forms. That's towards the back of the bid
20 proposal. There's a W-9 that we would like
21 filled out submitted with every bid. A lot of
22 times we have to update, and it just cuts down
23 on the times for us to get the paperwork. Any
24 questions as far as the bid process itself goes?

25 MR. DEBLOIS: Okay, the primary

1 goal will be, obviously, is to demolish
2 buildings 79 and 80. Prior to demolition, a
3 couple of things that will have to happen.
4 Building 80 right now, there's holes in the
5 floor. The concrete decking is beginning to
6 deteriorate pretty rapidly, so the contractor
7 will need to come up with a stabilization plan
8 for that. It will have to be the recommendation
9 of a structural PE in the State of Rhode Island.
10 That will have to be prior to any asbestos
11 abatements or removing any of the file boxes
12 which are marked on the floor plans. That needs
13 to be removed.

14 Also prior to starting demolition,
15 a good amount of utility work will need to be
16 done. This includes cutting and capping sewer
17 and drain lines and installation of insertion
18 valves and relocation of some electric, overhead
19 electric lines, and a master fire alarm line
20 that goes from minimum security facilities over
21 to Buildings 79 and 80. I believe it's 89.
22 Also prior to starting demo, the contractor will
23 need to get all personnel -- registered might be
24 the wrong word, but get the BCI checks for DOC.
25 This building's right on the perimeter of the

1 DOC property. The contractor will also have to
2 put together a road and control plan. And
3 that's pretty much prior to starting the demo.
4 Involved with the demolition, there's obviously
5 a demolition of the two buildings. Also,
6 several utility tunnels as they exit the
7 building will need to be cut back as they're
8 shown on the plan and bulkheaded, and all the
9 driveways and walkways surrounding the building
10 will need to be removed. Once that's done, as
11 far as restoration, I believe there are two
12 water mains that will need to be replaced as far
13 as three hydrants. Trench details for those are
14 different, so please pay attention to that. And
15 then to finish off, your job will be backfilling
16 loam and seed and final alignment with fences,
17 primarily the DOC security fences. And also,
18 one quick notice that this is on a bit of an
19 accelerated schedule. The state would like
20 substantial completion by June 30th, and
21 substantial completion will be the holes
22 backfilled, and we're waiting on loam and seed.
23 I think that's it, if you guys have any
24 questions.

25 (INAUDIBLE): Do we have access to

1 this building?

2 MR. DEBLOIS: Today, no.

3 (INAUDIBLE): At any time?

4 MR. DEBLOIS: We'll get back to you
5 in writing about that.

6 (INAUDIBLE): You say there's holes
7 in the floors?

8 MR. DEBLOIS: There's one hole in
9 the floor.

10 (INAUDIBLE): That's the extent of
11 -- how big is the hole. We've got to deal with
12 that hole with a professional engineer.

13 MR. DEBLOIS: Yeah, whether
14 selective demolition is chosen, or some type of
15 stabilization is chosen.

16 (INAUDIBLE): I understand, but I
17 have to get in there to see the extent of
18 stabilization.

19 MR. DEBLOIS: In the appendix,
20 there's specifications, there's a report by
21 O'Day Engineers that details all the structural
22 issues with that building. As far as any other
23 access to the building prior to putting in your
24 bid, that will be something that will be
25 something that we'll discuss and respond to.

1 MR. DEBLOIS: Any other questions?

2 MR. CADORET: Your company
3 submitted one bid as far as, his state bid uses
4 Quest Light software. Quest Lite software that
5 DOT uses, is not applicable to this bid, but
6 we'll post that as an addendum. I believe I
7 answered the person who submitted that question.
8 We'll put that in the addendum, as well.

9 (INAUDIBLE): You don't have to put
10 the disk in now with the bid.

11 MR. CADORET: You have to put the
12 disk but Quest Lite is a program that DOT uses,
13 you still have to submit a disk, but it's not
14 related to Quest Lite.

15 (INAUDIBLE): Is it just the bid,
16 or is it a paper bid?

17 MR. DEBLOIS: It's with both, it's
18 paper bid and a disk.

19 (INAUDIBLE): What's the official
20 one?

21 MR. CADORET: Both have to come in.
22 If one is not there, the disk is not there,
23 you're deemed nonresponsive.

24 MR. LIMA: Just going to the
25 relocation of the power lines. I mean,

1 typically, we don't do that work, but I don't
2 know if that's something you hire an electrical
3 sub for, or is that something that Verizon does
4 just to coordinate?

5 MR. DEBLOIS: That would be
6 something that you guys have to go through to
7 hiring the licensed electrical subcontractor,
8 and have them put it together for you, but,
9 yeah, that would be if you guys can't do it,
10 you'd hire someone.

11 MR. LEMA: But it's not Verizon,
12 it's something --

13 MR. CADORET: No, it's not National
14 Grid. We'll respond to you in writing. All
15 questions with official answers will be through
16 writing, just so I can double-check that.

17 MR. DEBLOIS: Any other questions?
18 All right. We can continue to ask questions
19 on-line until January 29th at 5 p.m. until, and
20 we'll post everything as an addendum and we'll
21 answer the questions that were asked here.
22 Thank you, very much.

23 (HEARING CONCLUDED AT 1:30 P.M.)
24
25

C-E-R-T-I-F-I-C-A-T-E

I, PAULA J. CAMPAGNA, CSR, a Notary Public, do hereby certify that the foregoing is a true, accurate, and complete transcript of my notes taken at the above-entitled hearing.

IN WITNESS WHEREOF, I hereunto set my hand this 30th day of January 2014.

PAULA J. CAMPAGNA, CSR, NOTARY PUBLIC/CERTIFIED COURT REPORTER

MY COMMISSION EXPIRES: April 19, 2014

IN RE: Hazardous Material Mitigation,
Demolition and Site Restoration
of Buildings 79 & 80 At the
Pastore Center, Cranston, RI

DATE: January 27, 2014



State of Rhode Island
Division of Purchasing
One Capital Hill
Providence, RI 02903

"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

BID NUMBER	7548399
BID TITLE	DEMOLITION, ASBESTOS & ABATEMENT OF EXISTING STRUCTURES AT BLDGS 79-80 PASTORE CENTER
PRE-BID DATE AND TIME	1/27/14 AT 1PM

Purchasing Representative	DCADORET
Pre-Bid Start Time	1:05
Pre-Bid End Time	1:30

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1 SITECON	Mike Lema	1430 South St. Providence, RI	MIKE@SITECONCORP.COM	401 944-2335	401 944-6999	
2 M'Conneil	Crosby Manning	10 Fitch Avenue Providence, RI	mcg@vzw.net	978-7686028	978-768 3648	
3 Laberens	Lenny Conant	410 S MAIN ST PROV RI	LCORIENT@LVROF.ORG	609-0207	521-669	
4 BEAR FINE	BRIAN LABANTE	58 Fuller St	AB@abphotomation.com	508-336-5551	508-336-4811	
5 Dept of Admin	Jonathan Pollock		jpollock@dep.state.ri.us			
6 Louis Berger	Chris Feeney	255 Providence St	CFeeney@louisberger.com	401-541 5580		
7 Janet Faly	Coast Harbor Associates		jfaly@coastandharbor.com	701-318-0487		
8						
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10						
11						
12						
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EID NUMBER	7546399
EID TITLE	DEMOLITION, ASBESTOS & ABATEMENT OF EXISTING STRUCTURES AT BLDGS 79-80-PASTORE CENTER.
PRE-BID DATE AND TIME	1/27/14 AT 1PM

BID RULE

**DEMOLITION, ASBESTOS & ABATEMENT OF EXISTING STRUCTURES AT BLDGS
79-80 PASTORE CENTER.**

PRE-BID DATE AND TIME: 1/27/14 AT 1PM

DCADORET

105

133

PROPOSAL SUBMITTED (C) PENDING (D) OUT	CONTACT PERSON NUMBER	CONTACT PHONE NUMBER	CONTACT E-MAIL ADDRESS	ADDRESS	COMPANY REPRESENTATIVE	COMPANY NAME
	401-647-5041	401-943-7100	KAREN@JUNIPERO CORP	2008 PLAINFIELD FIVE JOHNSTON, RI 02919	ALEX CORREIA	J.R. VINAGRO
	978 441 3002	978 441 2000	edipablo@sachdeva, com	706 Broadway St Lowell MA 01854	Paul Spaleo	MR Corjomb
	508-336-4311	508-336-5551		52 Fuller St Leicester MA	VERNA NEFF	ACME
	401-521-5780		gdeblois@twi3 berger.com	295 Promenade Providence RI	Gary DeBlois	Louis Berger
					DAVID ADONIS	SPR-KUMANE
20						
21						
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1. Q: Will access to Buildings 79 and 80 be granted prior to bid submission?

A: Access to the interior of Buildings 79 & 80 will not be allowed prior to bid submission due to health and safety concerns in accordance with the State Building Commissioner's Office. Please reference Appendix C of the Contract Specifications with respect to the structural condition of Building 80.

2. Q: Will both a paper and public copy be required at submission? Is the use of Questlight software acceptable for the public copy submission?

A: Both a paper and public copy (CD) bid will be required when the bid is submitted. The public copy shall be on a disk which accompanies the paper bid. The use of Questlight software is not considered an acceptable format for the public copy. The public copy submittal shall follow the requirements set forth in Procurement Regulation 5.11.

3. Q: Will relocation of the on-site power lines be conducted by National Grid, Verizon or an electrical subcontractor?

A: The relocation of on-site power lines shall be conducted by the Contractor as part of Contract Work. The work shall be performed by a licensed electrician and in coordination with RI DOA Facilities Maintenance. This work shall be done at the Contractor's expense as part of the base bid.

4. Q: The specifications (Section 13820, Appendix A) state that the "It is the Contractor's responsibility to verify all quantities" of asbestos containing materials. How can the Contractor verify quantities without access to the interior of the Buildings prior to bidding?

A: The Contractor shall use the asbestos containing material (ACM) quantities provided on Sheets C-5 and C-7 of the Contract Drawings for bidding purposes. It will be the responsibility of the Contractor to verify that actual ACM quantities abated. Any quantities beyond the amount indicated are subject to an equitable adjustment in contract price based upon unit prices. An equitable adjustment shall be based upon a review of all ACM materials, not just a single ACM.

5. Q: Please clarify Allowance #2.1 "Hazardous Materials" in the amount of \$75,000.00. Is this allowance to include items noted in Section 02055 but not quantified? If not, will the items in Section 02055 be quantified for bidders?

A: As stated in Section 01025 of the Contract Specifications:

"Hazardous Materials Allowance – A \$75,000 allowance has been established as the value for disposal of unknown/unforeseen hazardous materials, hazardous wastes, and special wastes within Buildings 79 and 80, as defined in Section 02055. This allowance shall be used to provide full compensation for all supervision, labor, equipment, disposal fees, transportation costs, and any required analytical testing for the disposal of hazardous materials not contained within other Payment Items. The Contractor shall not be allowed any compensation for 'downtime' while a determination is made."

6. Q: Is there a template and size for the project sign including required graphics as specified?

A: Standard demolition, construction, roadway signage shall be used as needed to protect health and safety. This signage shall meet RI DOT specifications. During asbestos abatement signage shall be posted in accordance with Section 13820, Paragraph 2.01 P. of the Contract Specifications. No specific "project sign" is required.

7. Q: Please clarify compaction testing & concrete testing costs to be paid by the Owner.

A: Concrete testing will not be required during this project. Compaction testing will be required as specified in Section 02210, Paragraphs 3.07 and 3.13 of the Contract Specifications. All work associated with compaction testing shall be included in the base bid.

8. Q: What is the height of the ceiling in the main dining hall of Building 80?

A: The main dining hall ceiling is approximately 25 to 30 feet above the floor.

SECTION 00300

BID FORM

Date: February 7, 2014
Solicitation Number 7548399

To: The Department of Administration Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908

Project: Hazardous Materials Mitigation, Demolition, and
Site Restoration of Buildings 79 & 80
John O. Pastore Center, Cranston, RI

Submitted by: J.R. Vinagro Corporation
2208 Plainfield Pike
Johnston, RI 02919
401-943-7100, 401-647-5041, karenh@jrvinagrocorp.com, 32217

(Please include in the above spaces the Firms Legal Name, Legal Address, Telephone, Fax Number, Contact E-Mail and Licensee Number if Applicable)

1. BASE BID

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by The Louis Berger Group, Inc. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addenda issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for Base Bid for the sum of:

\$

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NUMERIC

One Million Seven Hundred Sixty-Seven Thousand Eight Hundred Seventy-Three Dollars and Thirty-One Cents.

WRITTEN

**WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION
TO BID AS PART OF THE ABOVE COST.**

00300-1

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows. The following amount (Collective Sum Total) in Bid, for inclusion, in the Base Bid:

- 2.1 Hazardous Materials - \$75,000.
(This allowance shall not include the abatement, removal, and/or disposal of the hazardous materials specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)
- 2.2 Master Fire Alarm Relocation - \$25,000.
(This allowance shall not include cutting, capping, or relocation of other utilities specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)
- 2.3 Additional Water Service - \$25,000.
(This allowance shall not include cutting, capping, or relocation of other utilities specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)

I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated January 21, 2014
Addendum No. 3, dated _____

Addendum No. 2, dated January 30, 2014
Addendum No. 4, dated _____

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows...

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

In the event the Owner is required to reduce funds, the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping of a deductive alternate and proceeding to the next.

Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders, the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award, confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST
1. Provide Local Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate (Eight Hours)	\$, 3 6 2 . 8 0
One Half Day Rate (Four Hours)	\$, 1 4 1 . 4 0
2. Provide State Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate (Eight Hours)	\$, 4 7 5 . 0 0
One Half Day Rate (Four Hours)	\$, 2 5 0 . 0 0
3. Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load	\$, 3 8 5 . 0 0
4. Forty (40) Yard Roll Off Dumpster for use by the Owner's Own Workforce or Owner's Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for	\$, 4 6 0 . 0 0

00300-3

include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST
10. Provide TCLPS in full compliance with all regulatory requires utilizing the Owner's Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$ 5 0 0 . 0 0
Forty Eight hour Turnaround	\$ 1 5 0 . 0 0
11. Expeditious Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$ 1 5 0 0 . 0 0
Underground Tank 1001 to 5000 Gallons Per Each	\$ 2 0 0 0 . 0 0
Underground Tank 5001 to 10000 Gallons Per Each	\$ 2 5 0 0 . 0 0
Underground Tank 10,001 and greater Gallons Per Each	\$ 3 0 0 0 . 0 0
12. All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous.	
Per Gallon, Total 1 to 10 Gallons	\$ 1 5 0 . 0 0
Per Gallon, Total 10 to 50 Gallons	\$ 1 5 0 . 0 0
Per Gallon, Total 50 Gallons and greater	\$ 1 5 0 . 0 0

00300-5

13. All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards.	
Per Cubic Yard, Total 1 to 10 Cubic Yards	\$, 1 2 0 . 0 0
Per Cubic Yard, Total 10 Cubic Yards and greater	\$, 1 2 0 . 0 0
14. All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Per Each	\$ 1 , 0 0 0 . 0 0
15. All services required to remove and legally dispose asbestos pipe insulation (less than or equal to 6 inch pipe diameter)	
Per Linear Foot	\$, 1 3 . 0 0
16. All services required to remove and legally dispose asbestos pipe insulation (greater than 6 inch pipe diameter)	
Per Linear Foot	\$, 1 5 . 0 0
17. All services required to remove and legally dispose miscellaneous asbestos containing materials, (i.e. brake shoes, ductwork insulation, doors and etc. shall be cost per square foot of surface area.)	
Per Square Foot	\$, 4 . 0 0
18. All services required to remove and legally dispose asbestos containing floor materials (floor tiles, subfloor, etc)	
Per Square Foot	\$, 3 . 7 5
19. All services required to remove and legally dispose self luminous exit signs (containing tritium gas or equal).	
Per Each	\$, 2 0 0 . 0 0

20. All services required to remove and legally dispose asbestos containing ceiling and wall materials (mastic, skimcoat, plaster, etc)	
Per Square Foot	\$ 4.25
21. All services required to remove and legally dispose Caulking Materials Containing Asbestos.	
Per Linear Foot	\$ 7.50
22. All services required to remove and legally dispose underground asbestos pipe insulation, including pipe removal, excavation, soil disposal, backfill, and restoration.	
Per Linear Foot (less than/equal to 6 inch outer diameter)	\$ 28.00
Per Linear Foot (greater than 6 inch outer diameter)	\$ 31.00
23. All services required to remove and legally dispose underground transite pipe, including excavation, soil disposal, backfill, and restoration.	
Per Linear Foot (less than/equal to 6 inch outer diameter)	\$ 25.00
Per Linear Foot (greater than 6 inch outer diameter)	\$ 26.50
24. All services required to remove and dispose inactive underground utilities, including excavation, backfill, and seeding. (utilities include water, sewer, drain)	
Per Linear Foot (clay)	\$ 20.00
Per Linear Foot (concrete)	\$ 20.00
Per Linear Foot (cast iron/ductile iron)	\$ 19.00
Per Linear Foot (PVC/HDPE)	\$ 20.00

BIDDER agrees to be bound by the unit prices provided herein:

BEDROCK and BOULDER REMOVAL UNIT COSTS

The Contractor and Subcontractors shall note that the unit costs presented below are for materials that may be encountered during the project for work not part of the original Base Bid Price that affects the work issued by changes in scope of work, or otherwise clearly not part of the original scope of work. These materials include bedrock removal and disposal, boulder removal/disposal and the removal and disposal of other debris such as tree stumps.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST
25. Ledge/Rock Removal and Disposal with Hammer	
Per Cubic Yard (0- 1500 CY)	\$ 1 6 0 . 0 0
Per Cubic Yard (1500 CY and Above)	\$ 1 6 0 . 0 0
26. All services required to remove and dispose existing underground concrete foundations and slabs	
Per Cubic Yard	\$ 1 5 . 0 0
27. All services required to cut, remove, and dispose trees, includes stump removal, backfill, and restoration	
Per Each (Less than or equal to 6 inch diameter)	\$ 6 5 . 0 0
Per Each (Greater than 6 inch diameter)	\$ 8 0 . 0 0
28. Boulder Removal, greater than 0.5 Cubic Yards, including backfill, disposal and restoration.	
Per Cubic Yard	\$ 1 6 0 . 0 0
29. All services required to remove and dispose tree stumps, including excavation, backfill, and restoration.	
Per Each	\$ 5 0 . 0 0

30. Dewatering During Removal of Unsuitable Materials covered under Unit Costs. This includes mobilization, equipment, including but not limited to the pump; hoses; fittings; sumps; fuel, and manpower to set up and monitor as required.										
2" Pump per Hour 4 hour minimum	\$,		7	5	.	0	0	
3" Pump per Hour 4 hour minimum	\$,		8	0	.	0	0	
4" Pump per Hour 4 hour minimum	\$,		9	5	.	0	0	
6" Pump per Hour 4 hour minimum	\$,		9	5	.	0	0	

BIDDER agrees to be bound by the unit prices provided herein:

6. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table for as applicable while working within the Key Dates and Milestone periods delineated below.

If this Bid is accepted, we will achieve Final Completion of the Project by the date of July 31, 2014 while working within the Key Dates and Milestone periods delineated below.

Start of Construction February 1, 2014

Date of Substantial Completion June 30, 2014

(Substantial Completion represents the date that the contractor commences Punch List completion, Systems Shake Out, Connections of Owner Provided Equipment and Systems as they are installed and the Owner commences Owner Mobilization and Fit Out.)

Date of Final Completion and Certificate of Occupancy July 31, 2014

(Full and Beneficial Use Date with Certificate of Occupancies which allow for Public Access)

This is the date the Owner will officially open the building(s) for full operations and public access which shall be the date of Full and Beneficial Use. Issuance of Final Completion of the Building(s) will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

7. DRAWING AND CONTRACT EXHIBITS

Project Drawing and Technical Specifications have a Table of Contents that serve as the list of Drawings and Project Documents

8. LIQUIDATED DAMAGES

The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the building(s) as defined in the master schedule and Section entitled "Contract Time" in this Bid Form. It is the Owner's intent to occupy the building(s) as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate a public safety complex, in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store systems, furniture and equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. These damages shall be based on the actual documented costs for those items defined above and the Owner Acknowledges that it will not impose costs for rental of temporary facilities to conduct Fire Academy business, additional transportation costs associated with staff and premiums associated with staff not associated with setting up the building(s).

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

Liquidated damages shall be assessed at a rate of \$1,000.00 per day. The maximum liquidated damages payable shall be \$75,000.00.

9. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

J.R. Vinagro Corporation
(Bidder's name)

By: JRV, Joseph R. Vinagro

Title: President

Corporate Seal:

THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO
HAS AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND
LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY.

THIS FORM MUST BE SUBMITTED WITH AND AFFIXED
TO THE BID FORM.

END OF BID FORM

END OF SECTION



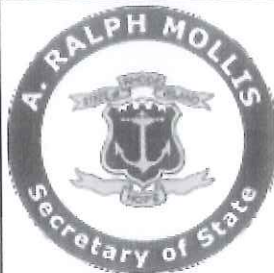
MEETING MINUTES
JANUARY 2, 2014

Joseph R. Vinagro, sole officer of J.R. Vinagro Corporation, is hereby authorized to execute all bids and contracts on behalf of the corporation.

Joseph R. Vinagro
President

Subscribed and sworn to before me this date: February 7, 2014

Cheri Piccio #62105
Notary Public
My commission expires: 4-16-16

**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040



Help with this form

J.R. Vinagro Corporation Summary Screen[Request a Certificate](#)The exact name of the Domestic Profit Corporation: J.R. Vinagro CorporationThe name was changed from: PATRIOT HAULING CO., INC. on 2/18/2009The name was changed from: PATRIOT WASTE DISPOSAL CO., INC. on 2/18/1998The fictitious name of Green Solutions was filed on 1/28/2013 12:21:00 PMThe fictitious name of Patriot Hauling Co., Inc. was filed on 2/18/2009 9:09:00 AMThe fictitious name of LIBERTY DEMOLITION & RECYCLING was filed on 12/28/2007 11:00:00 AMEntity Type: Domestic Profit CorporationIdentification Number: 000099168Date of Incorporation in Rhode Island: 02/13/1998**The location of its principal office:**No. and Street: 116 SHUN PIKECity or Town: JOHNSTONState: RIZip: 02919Country: USA**The mailing address or specified office:**

No. and Street:

City or Town:

State:

Zip:

Country:

Agent Resigned: NAddress Maintained: Y**Name and address of the Registered Agent:**No. and Street: 130 TOWER HILL ROADCity or Town: NORTH KINGSTOWNState: RIZip: 02852-Name: FRED J. VOLPE, ESQ.**The officers and all of the directors of the corporation:**

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	JOSEPH R VINAGRO	

787 SNAKE HILL ROAD
GLOCESTER, RI 02814- USA

The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>
CNP		\$0.0000	1,000.00	100.00

Purpose

DISPOSAL OF CONSTRUCTION AND RELATED MATERIALS AND PROCESSING

TITLE: 7-1.1-51

Select a type of filing from below to view this business entity filings:

ALL FILINGS
Annual Report
Annual Report - Amended
Annual Report - Reinstatement
Articles of Amendment

[Click Here](#) to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

View Filings

New Search

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Help



February 7, 2014

RI Department of Administration
Division of Purchases
One Capitol Hill, 2nd Floor
Providence, RI 02908-5855

**Re: RFP 7548399 – Demolition, Asbestos and Abatement of Existing Structures at Bldgs. 79
(Service Bldg.) and 80 (Kitchen, Dining Hall) – Pastore Center**

To Whom It May Concern:

In order to better differentiate itself and avoid confusion with myriad other companies, including other hauling companies that include "Patriot" in their names, Patriot Hauling Co., Inc. has formally changed its name and is doing business as J.R. Vinagro Corporation. Please note that nothing material has changed. The officers, bonding capacity, insurance, personnel, etc., all remain the same. Only the name has been changed. Please feel free to contact me with any questions or concerns you may have regarding this matter.

Sincerely,

J.R. VINAGRO CORPORATION

Donna Caisse (u)

Donna Caisse, Esq.
In-House Counsel

Cc: File



NON- COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature JAV

Joseph R. Vinagro, President
Printed Name & Title

J.R. Vinagro Corporation
Company

2/7/2014
Date

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.R. VINAGRO CORPORATION
2208 Plainfield Pike
Johnston, RI 02919

SURETY:

(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE
COMPANY
436 Walnut Street
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

STATE OF RHODE ISLAND
DEPARTMENT OF
ADMINISTRATION
ONE CAPITAL HILL
Providence, RI 02908

BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)

BOND NUMBER: JRVINAGRO272

PROJECT: DEMOLITION, ASBESTOS & ABATEMENT OF EXISTING STRUCTURES AT BLDGS 79(SERVICE BLDG) & 80(KITCHEN, DINING HALL) - PASTORE CENTER, SOLICITATION NO. 7548399

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

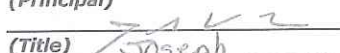
Signed and sealed this 3rd day of February, 2014.


(Witness)


(Witness)

J.R. VINAGRO CORPORATION
(Principal)

(Seal)

(Title) 
WESTCHESTER FIRE INSURANCE COMPANY
(Surety)

(Seal)

(Title) Nancy Castonguay, ATTORNEY-IN-FACT

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Init.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Heidi Rodzen, Joline L. Binette, Melanie A. Bonnevie, Nancy Castonguay, Robert Shaw, Jr., all of the City of LEWISTON, Maine, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 17 day of May 2013:

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 17 day of May, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Brandt
Notary Public

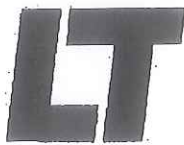
I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 3RD FEBRUARY, 2014 day of



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 17, 2015.



**RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage**

General Contractor Apprenticeship Certification Form

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7548399

Bid/RFP Title: Demolition, Asbestos and Abatement of Existing Structures at Bldgs. 79 (Service Bldg.) and 80 (Kitchen Dining Hall) Pastore Center.

RIVIP Vendor ID#: 67718

Vendor Name: J.R. Vinagro Corporation

Address: 2208 Plainfield Pike, Johnston, RI 02919

Telephone: 401-943-7100

Fax: 401-647-5041

E-Mail: karenh@jrvinagrocorp.com

Contact Person and Title: Lisa Leonard, Payroll Coordinator

J.R. Vinagro Corporation
2208 Plainfield Pike
Johnston, RI 02919

(Company Name & Address) (hereafter

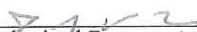
"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

- A. ☐ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. ☐ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. X Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Joseph R. Vinagro, President
Printed Name and Title of Authorized Representative

February 7, 2014
Date


Signature of Authorized Representative

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

J.R. VINAGRO MANUFACTURING & PROCESSING CO., INC.

AND

THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
ON BEHALF OF ITS LOCAL UNIONS 15, 271 AND 673

(COLLECTIVELY THE "UNION")

EFFECTIVE DATE MARCH ^{22nd} __, 2011

This Memorandum of Agreement ("Agreement") as entered into this __ day of March, 2011, between J.R. Vinagro Manufacturing & Processing Co., Inc. ("J.R. Vinagro") and the Rhode Island Laborers' District Council on behalf of its Local Unions 15, 271 and 673 (collectively the "Union").

WHEREAS, J.R. Vinagro and the Union recognize the importance of harmonic working relations between the parties; and

WHEREAS, J.R. Vinagro recognizes that the Union seeks to assist in the creation of fair working conditions, wages and benefits for its members along with a fair and equitable mechanism for adjusting and settling disputes and grievance; and

WHEREAS, the Union has committed to continue to organize non-union construction managers and contractors throughout the State of Rhode Island.

It is agreed and resolved:

1. That J.R. Vinagro and the Union by signing this Memorandum of Agreement agree to abide by and be bound to the terms and conditions of the attached Building and Site and Heavy, Highway and Tunnel Collective Bargaining Agreements entered into by the Union with contractor and construction associations throughout the territorial jurisdiction listed in the agreement for Rhode Island specifically the:
 - a. Rhode Island Statewide Building and Site Construction Agreement between Rhode Island Chapter Associated General Contractors of America, Inc. Labor Relations Division and the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO acting on behalf of Local Union 15, Westerly, Rhode Island; Local Union 271, Providence, Rhode Island and Local Union 673, Newport, Rhode Island; and

- b. Construction Industries of Rhode Island and the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO acting on behalf of Construction and General Laborers' Local 271, Providence, Rhode Island.
2. By signing this Memorandum of Agreement, J.R. Vinagro attests that it has read and is familiar with the attached collective bargaining agreements, that it agrees to be bound by all the terms and conditions contained therein, and further that it has all necessary corporate authority to be bound hereto.
3. It is expressly understood that this Agreement applies to J.R. Vinagro Manufacturing & Processing Co., Inc. and J.R. Vinagro Manufacturing & Processing Co., Inc. only and does not apply to any affiliate or related non-construction company of the J.R. Vinagro organization and/or family.
4. J.R. Vinagro agrees that there will be no lockouts for any reason during the term of this Memorandum of Agreement and the Union agrees that there will be no strikes, slow downs, sit downs or any other refusal to work during the term of this Memorandum, except for the failure of the Employer to pay the wages and fringes provided in the Agreement in Sections 1(a) and (b).
5. It is understood that J.R. Vinagro and the Union have made this Agreement in the interest of both parties and that the Union will use its best efforts to promote J.R. Vinagro over any company that is non-signatory to the Laborers' Agreement in Rhode Island.
6. Upon execution of this Memorandum of Agreement, J.R. Vinagro will be oriented with the Rhode Island Laborers' Building Unified Trust Fund.
7. In the event of any conflict between this Memorandum of Agreement and the aforesaid Collective Bargaining Agreements referenced in Sections 1(a) or (b) above, this Memorandum of Agreement shall govern.

J.R. VINAGRO MANUFACTURING &
PROCESSING CO., INC.

RHODE ISLAND LABORERS' DISTRICT
COUNCIL

By: _____

Joseph R. Vinagro, President

By: _____

Michael F. Sabltoni, Business Manager

Address: _____

Tel: 401-943-7100

Fax: 401-946-7666

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herein, for the purpose of the remedy the Union may pursue, is covered in Article XX herein.

The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XVIA

RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

Section 1. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills through a contractor or through an examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training and the Rhode Island State Apprenticeship Council are hereby incorporated by reference as a part of this Agreement.

Section 3. The Apprentice wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
0 – 999	60% of Journey Worker
1,000 – 1,999	70% of Journey Worker
2,000 – 2,999	80% of Journey Worker
3,000 – 3,999	90% of Journey Worker
over – 4,000	Journey Worker

Section 4. The Employer may pay a higher rate at its option. The Employer agrees to notify the JATC if this option is exercised.

Section 5. The Employer shall pay an Apprentice the full fringe benefit package

as described in this contract.

Section 6. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. It is the intent of the parties that this provision will not result in the displacement of Journey Workers. Nothing contained in this section is intended to contradict the language found in Section 1 above.

Section 7. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional five (5) Journey Workers.

Section 8. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills.

Section 9. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker, unless the Employer deems it unfeasible.

Section 10. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

ARTICLE XVI B

NEW ENGLAND LABORERS' LABOR-MANAGEMENT

COOPERATION TRUST FUND

Section 1. Each employer agrees to pay Fifteen (15¢) Cents per hour worked by each employee covered by the terms of this Agreement to a fund known as the "New England Laborers' Labor-Management Cooperation/Trust Fund."

Any future increase of contributions to the New England Laborers' Labor-Management Cooperation Trust Fund shall be made in accordance with Article X of this Agreement.

Section 2. Said Sums will be paid into said Fund not later than the twentieth day of each and every month for hours worked by said employee up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their authorized representatives and have affixed hereto the seals of their respective organization the day and year first written above.

FOR THE COMPANY:

Construction Industries of Rhode Island

Signature of Officer

Date

Print Name

INDEPENDENT CONTRACTORS:

Signature of Officer

Date

Print Name

Company Name

Street

City

State

Zip

Area Code

Phone Number

FOR THE UNION:

International Union of Operating Engineers, Local 57

By: James J. White

Business Manager & President

MEMORANDUM OF AGREEMENT

The parties recognize the threat of unfair competition in certain areas and types of work, from contractors who do not conform to the standards provided in the collective bargaining agreement. Therefore, the Employer may request a pre-bid conference for the purpose of analyzing any difficulties, including wages, which he may have in bidding said job. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that no matter arising hereunder shall be subject to arbitration. It is the intent of the parties that this procedure will be utilized in unusual circumstances and that the Employer will not invoke this procedure except in such circumstances. This agreement can be terminated at any time by either party. Modifications can be made to this agreement with the consent of both parties.

SECTION 4. Apprenticeship and Training Fund

It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Apprenticeship and Skill Improvement Fund Sixty Five Cents (\$.65) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

SECTION 5. Legal Services Fund

- (a) The parties to this Agreement agree to form a jointly trusted fund entitled Operation Engineers Local 57 Legal Services Fund pursuant to Section 302 of the National Labor Relations Act, as amended, to provide employees and their dependents with assistance in defraying the cost of legal counsel. Such Fund shall be established to collect and disburse monies for payment of benefits to the employees covered by this Agreement. Such payments are to be made in accordance with the terms of the Trust Agreement hereinafter established.
- (b) It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Legal Service Fund for the benefit of the members of said Fund, Twenty Cents (\$.20) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.
- (c) It is understood by the parties to this Agreement that the Legal Services Trust and Plan to be established shall conform to the requirements of Section 302 (c) of the Labor Management Relations Act, as amended and shall not be effective until the Internal Revenue Service gives a ruling in writing that the employers will be able to deduct said contributions as an ordinary and necessary business expense.



Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY:

Via RI Relay 711

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS

(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm, poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone; (401) 462-8000
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

An Equal Opportunity Employer/Program. /Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: Joseph R. Vinagro

Title: President

Subscribed and sworn before me this 7th day of February 2014

Cheri Riccio #62105
Notary Public
My commission expires: 4-16-14

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.
TTY via RI Relay 711*

State of Rhode Island
**PAYER'S REQUEST FOR TAXPAYER
 IDENTIFICATION NUMBER AND CERTIFICATION**

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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NAME J.R. Vinagro Corporation**ADDRESS** 2208 Plainfield Pike**(REMITTANCE ADDRESS, IF DIFFERENT)** Same as above.**CITY, STATE AND ZIP CODE** Johnston, RI 02919**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
 (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE JAVZ **TITLE** President **DATE** 2/7/2014 **TEL NO.** 401-943-7100

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐
 Partnership ☐ Corporation ☒ Trust/Estate ☐ Legal Services Corporation ☐

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



STATE OF RHODE ISLAND
CONTRACTORS REGISTRATION
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

32211

AUTHORIZED REPRESENTATIVE

DRIVER'S LICENSE #

RI 9090075

EXECUTIVE DIRECTOR

Ray P. Hagan